

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.03-208
ANNUAL REQUIREMENTS FOR
GRASS SEEDING, INSTALLATION OF EROSION
CONTROLS AND TEMPORARY LITTER FENCING AT
SOLID WASTE MANAGEMENT

DATE: August 5, 2004

CONTRACT PERIOD: Oct.1, 2004 thru Sept.30, 2005

CONTRACTOR: B.A.B., Inc.
1200 Oak Street
P.O. Box 138
Adams, NE 68301

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Nina M. Berens
Telephone No.: 402/988-2405
FAX No.: 402-988-5705
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER SPECIFICATIONS AND BID CONTRACT DATED SEPT. 17TH, 2003

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #70835
Dated: 08/28/04

**SERVICES
FOR
ANNUAL GRASS SEEDING, INSTALLATION OF EROSION CONTROLS
AND TEMPORARY LITTER FENCING
AT
THE CITY OF LINCOLN'S SOLID WASTE MANAGEMENT FACILITIES**

THIS CONTRACT, made this 27th day of August, 2003 by and between B.A.B., Inc. 1200 Oak St., Adams, Nebr. 68301, hereinafter referred to as Contractor, and the CITY OF LINCOLN, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor(s) in accordance with terms and conditions herein to provide grass seeding and installation of erosion controls and temporary litter fencing at the City of Lincoln landfill sites; and

WHEREAS, the City is required by landfill permit conditions to provide for these general site maintenance and improvement measures;

NOW THEREFORE, WITNESSETH, that the parties hereto do mutually agree as follows:

1. Rates.
 - A. The Contractor agrees to provide the above referenced construction services in accordance with the mobilization, construction/installation and material rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
 - B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term. The initial term of this Contract will be for a period of one year from the 1ST day of October, 2003, through the 30th day of September, 2004, with an option by the Owners to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.
3. Amount of Work.

No minimum amount of work is guaranteed by the Owners to any one Contractor by virtue of this Contract.
4. Termination.
 - A. The Owners reserve the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
 - B. The Owners shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
 - C. The Owners reserve the right to terminate this contract in the event that the Owners do not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

5. General Conditions. The City of Lincoln General Conditions, Reissued March 5, 1999, attached; are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.
6. Non-Discrimination.
 - A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
 - B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
 - C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.
7. Drug Free Workplace.
 - A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
 - B. The Owners reserves the right to request a copy of the Contractor's drug free workplace policy.
 - C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.
8. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
9. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
10. Insurance. The Contractor shall provide insurance in accordance with the Owners's standard insurance clause to be used for all Owners contracts which is hereby made a part of this Contract.

11. Indemnification.
 - A. The Contractor agrees to indemnify and hold harmless and defend the Owners and any of their officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
 - B. The Contractor shall not be required to indemnify the Owners for any damage resulting from the sole negligence of the Owners or their employees.
12. Applicable Laws and Permits.
 - A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. All permits required by the City for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.
13. Exempt Sales Certificate.
 - A. The Owners shall furnish the Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate Form for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.
 - B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt.
14. Use of Contractors. The Owners, in their sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the Owners believe are in their best interests.
15. Notice to Proceed.
 - A. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
 - B. Work shall be completed on or before the agreed upon date.
16. Invoices.
 - A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
 - B. Each project shall be invoiced separately.
 - C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
 - D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.
17. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.
18. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this 17th day of Sept., 2003.

City of Lincoln, Nebraska

Attest

City Clerk



Contractor

B.A.B., Inc.
Company Name

1200 Oak Street
Street Address

Adams, Nebr. 68301
City State Zip Code

402-988-2405
Telephone Number(s)

Mayor

Colleen J. Leung

By:

Rex A. Behrens
Name (Print)

[Signature]
Signature

U. Pres
Title

**PROPOSAL FOR ANNUAL
GRASS SEEDING, INSTALLATION OF EROSION CONTROLS AND TEMPORARY LITTER
FENCING AT
CITY OF LINCOLN'S SOLID WASTE MANAGEMENT FACILITIES
SPECIFICATION 03-203
BID OPENING: 12:00 NOON, August 13, 2003**

I/We the undersigned, having read the attached specifications and Conditions required for this proposal, hereby propose to furnish labor and materials in accordance with these conditions on the following unit price basis.

Prices are to be held for one year:

Item Number	Description	Specification Reference	Units	Unit Bid
Mobilization Price				
1.	Drill Seeding, Mulching, Fertilizing	N/A	EA	\$ <u>400.00</u>
2.	Erosion Control, all types	N/A	EA	\$ <u>250.00</u>
3.	Erosion Checks and Bale Checks	N/A	EA	\$ <u>250.00</u>
4.	Silt Fencing, all types	N/A	EA	\$ <u>250.00</u>
5.	Slope Protection Netting	N/A	EA	\$ <u>250.00</u>
6.	Litter Fencing	N/A	EA	\$ <u>250.00</u>
Construction, application or installation price (excluding mobilization and material cost)				
7.	Drill Seeding	NDOR 803.03	acre	\$ <u>190.00</u>
8.	Broadcast Seeding	NDOR 812.03	acre	\$ <u>150.00</u>
9.	Fertilizing	NDOR 804.03	acre	\$ <u>35.00</u>
10.	Mulching	NDOR 805.03	ton	\$ <u>70.00</u>
11.	Erosion Control, Erosion Control Type HV	NDOR 807.03	S.Y.	\$ <u>.89</u>
12.	Erosion Control, Type A, AA, AAA	NDOR 807.03	S.Y.	\$ <u>2.15</u>
13.	Erosion Checks	NDOR 808.03	bale	\$ <u>9.50</u>
14.	Bale Checks	NDOR 808.03 Attachment #1	bale	\$ <u>11.50</u>
15.	Silt Fence, Low Velocity	NDOR 809.03	LF	\$ <u>1.98</u>
16.	Silt Fence, High Velocity	Special Provisions	LF	\$ <u>2.78</u>
17.	Litter Fence	Special Provisions	LF	\$ <u>2.30</u>

Materials (% overhead and profit applied to contractor's cost for materials)				
18.	Grass Seed	NDOR 803.02	%	<u>12</u> %
19.	Fertilizer	NDOR 804.04	%	<u>12</u> %
20.	Mulch, provided by Contractor	NDOR 805.02	%	<u>12</u> %
21.	Mulch, provided by City	Special Provisions	bale	\$ <u>29.⁰⁰</u> Ea.
22.	Erosion Control, all types	NDOR 807.02	%	<u>12</u> %
23.	Erosion Checks and Bale Checks	NDOR 808.01	%	<u>12</u> %
24.	Silt Fence, all Types	NDOR 809.02	%	<u>12</u> %
25.	Litter Fence	Special Provisions	%	<u>12</u> %

These Unit Price Proposals are offered by B. A. B., INC, hereinafter referred to as the Bidder,

A corporation organized and existing under the laws of the state of NE.

A partnership doing business as _____.

An individual doing business as _____.

Addenda: Bidder has received Addenda Nos. _____, _____, _____; and has included their provisions in this bid.

\$1000.00 BID SECURITY REQUIRED The bid Security will be returned once a contract is signed.

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

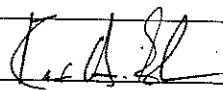
____ YES ☒ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING
MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03- 208**

B.A.B., INC
COMPANY NAME


BY (Signature)

1200 OAK ST
STREET ADDRESS or P.O. BOX

Rex A. Behrens
(Print Name)

Adams NE 68301
CITY, STATE ZIP CODE

J. Pres.
(Title)

402 988 2405
TELEPHONE

8 - 12 - 03
(Date)

47-059 6241
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

10 day
ESTIMATED DELIVERY DAYS

N - 45
TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.